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6 *Attorneys for Plaintiff,*
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8
9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE DISTRICT OF ARIZONA

11 Fanel Tohatan,

12
13 Plaintiff,

14 vs.

15 Equifax Information Services, LLC, a
16 Georgia corporation;
17 Experian Information Solutions, Inc., an
18 Ohio corporation, and
19 Real Time Resolutions, Inc., a foreign
corporation,

20 Defendants.
21
22
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Case No.:

COMPLAINT

JURY TRIAL DEMAND

1 NOW COMES THE PLAINTIFF, FANEL TOHATAN, BY AND THROUGH
2 COUNSEL, TRINETTE G. KENT, and for his Complaint against the Defendants,
3
4 pleads as follows:

5 **JURISDICTION**

- 6
7 1. Jurisdiction of this court arises under 15 U.S.C. §1681p.
8 2. This is an action brought by a consumer for violation of the Fair Credit
9 Reporting Act (15 U.S.C. §1681 et seq. [hereinafter “FCRA”]).
10

11 **VENUE**

- 12
13 3. The transactions and occurrences which give rise to this action occurred in the
14 City of Phoenix, Maricopa County, Arizona.
15 4. Venue is proper in the District of Arizona, Phoenix Division.
16

17 **PARTIES**

- 18
19 5. The Defendants to this lawsuit are:
20 a. Equifax Information Services, LLC (“Equifax”), which is a Georgia
21 company that maintains a registered agent in Maricopa County, Arizona;
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23 b. Experian Information Solutions, Inc., (“Experian”), which is an Ohio
24 company that maintains a registered agent in Maricopa County, Arizona;
25 and
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1 c. Real Time Resolutions, Inc. (“Real Time”), which is, upon information
2 and belief, is a foreign entity that maintains registered offices in Dallas
3 Texas.
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5 **GENERAL ALLEGATIONS**

- 6
7 6. Real Time has reported its trade line with account number 2228XXXX (“Errant
8 Trade Line”) on Plaintiff’s Experian and Equifax credit files. The last time that
9 Plaintiff made a payment on the debt, which is the subject of this Errant Trade
10 Line, was in 2007. The seven year time limit for reporting delinquent
11 information in connection with the trade line has expired pursuant to 15 U.S.C.
12 1681c.
13
14 7. The Errant Trade Line relates to Mr. Tohatan’s second mortgage. In 2010, Mr.
15 Tohatan surrendered his home via a “key for cash” settlement that he made with
16 GR Financial, LC.
17
18 8. On or about March 3, 2014, Mr. Tohatan obtained his Equifax and Experian
19 credit files and noticed that Real Time was still reporting its Errant Trade Line.
20
21 9. On or about July 18, 2014, Mr. Tohatan submitted a letter to Experian and
22 Equifax, disputing the Errant Trade Line.
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24 10. On or about August 4, 2014, Mr. Tohatan received correspondence from
25 Experian, which stated that it received a suspicious request and that it had not
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1 taken any action on the request. Experian stated that any future requests made
2 in this matter would not be processed and would not receive a response.

3
4 11. On or about March 19, 2015, Mr. Tohatan submitted another letter to Experian
5 and Equifax disputing the Errant Trade Line. Plaintiff explained that he last
6 made a payment on the Real Time Resolution's account in 2007 and, therefore,
7 the trade line was beyond the statute of limitations as provided for in the FCRA
8 at 15 U.S.C. 1681c.

9
10 12. Upon information and belief, Experian and Equifax transmitted Mr. Tohatan's
11 second consumer dispute to Real Time.

12
13 13. On or about April 1, 2015, Plaintiff received results of the dispute from
14 Experian. The results showed that Real Time retained its Errant Trade Line.

15
16 14. On or about April 3, 2015, Plaintiff received results of the dispute from
17 Equifax. The results showed that Real Time verified and continued to report
18 the Errant Trade Line.

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21 **COUNT I**

22 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**
23 **BY REAL TIME**

24 15. Plaintiff realleges the above paragraphs as if recited verbatim.

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26 16. After being informed by Experian and Equifax of Mr. Tohatan's consumer
27 disputes to the Errant Trade Line, Real Time negligently failed to conduct a
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proper reinvestigation of Mr. Tohatan's disputes as required by 15 USC 1681s-2(b).

17. Real Time negligently failed to review all relevant information available to it and provided by Experian and Equifax in conducting its reinvestigation as required by 15 USC 1681s-2(b). Specifically, it failed to direct Experian and Equifax to remove the Errant Trade Line from Mr. Tohatan's credit files.

18. The Errant Trade Line is inaccurate and creates a misleading impression on Mr. Tohatan's consumer credit file with Experian and Equifax to which it is reporting such trade line.

19. As a direct and proximate cause of Real Time's negligent failure to perform its duties under the FCRA, Mr. Tohatan has suffered damages, mental anguish, suffering, humiliation, and embarrassment.

20. Real Time is liable to Mr. Tohatan by reason of its violations of the FCRA in an amount to be determined by the trier of fact together with reasonable attorneys' fees pursuant to 15 USC 1681o.

21. Mr. Tohatan has a private right of action to assert claims against Real Time arising under 15 USC 1681s-2(b).

WHEREFORE, PLAINTIFF PRAYS that this Court grant him a judgment against Real Time for damages, costs, interest, and attorneys' fees.

COUNT II

**WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT
BY REAL TIME**

22.Plaintiff realleges the above paragraphs as if recited verbatim.

23.After being informed by Experian and Equifax that Mr. Tohatan disputed the accuracy of the information it was providing, Real Time willfully failed to conduct a proper reinvestigation of Mr. Tohatan's dispute.

24.Real Time willfully failed to review all relevant information available to it and provided by Experian and Equifax as required by 15 USC 1681s-2(b).

25.As a direct and proximate cause of Real Time's willful failure to perform its respective duties under the FCRA, Mr. Tohatan has suffered damages, mental anguish, suffering, humiliation, and embarrassment.

26.Real Time is liable to Mr. Tohatan for either statutory damages or actual damages he has sustained by reason of its violations of the FCRA in an amount to be determined by the trier fact, together with an award of punitive damages in the amount to be determined by the trier of fact, as well as for reasonable attorneys' fees and he may recover therefore pursuant to 15 USC 1681n.

WHEREFORE, PLAINTIFF PRAYS that this Court grant him a judgment against Real Time for the greater of statutory or actual damages, plus punitive damages, along with costs, interest, and attorneys' fees.

COUNT III

**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT
BY EQUIFAX**

27. Plaintiff realleges the above paragraphs as if recited verbatim.

28. Defendant Equifax prepared, compiled, issued, assembled, transferred, published, and otherwise reproduced consumer reports regarding Mr. Tohatan as that term is defined in 15 USC 1681a.

29. Such reports contained information about Mr. Tohatan that was false, misleading, and inaccurate.

30. Equifax negligently failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information it reported to one or more third parties pertaining to Mr. Tohatan, in violation of 15 USC 1681e(b).

31. After receiving Mr. Tohatan's consumer disputes to the Errant Trade Line, Equifax negligently failed to conduct a reasonable reinvestigation as required by 15 U.S.C. 1681i.

32. As a direct and proximate cause of Equifax's negligent failure to perform its duties under the FCRA, Mr. Tohatan has suffered actual damages, mental anguish and suffering, humiliation, and embarrassment.

33. Equifax is liable to Mr. Tohatan by reason of its violation of the FCRA in an amount to be determined by the trier of fact together with his reasonable attorneys' fees pursuant to 15 USC 1681o.

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2 **WHEREFORE, PLAINTIFF PRAYS** that this Court grant him a judgment
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4 against Equifax for actual damages, costs, interest, and attorneys' fees.

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7 **COUNT IV**

8 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**
9 **BY EQUIFAX**

10 34. Plaintiff realleges the above paragraphs as if recited verbatim.

11 35. Defendant Equifax prepared, compiled, issued, assembled, transferred,
12 published, and otherwise reproduced consumer reports regarding Mr. Tohatan
13 as that term is defined in 15 USC 1681a.

14 36. Such reports contained information about Mr. Tohatan that was false,
15 misleading, and inaccurate.

16 37. Equifax willfully failed to maintain and/or follow reasonable procedures to
17 assure maximum possible accuracy of the information that it reported to one or
18 more third parties pertaining to Mr. Tohatan, in violation of 15 USC 1681e(b).

19 38. After receiving Mr. Tohatan's consumer disputes to the Errant Trade Line,
20 Equifax willfully failed to conduct a reasonable reinvestigation as required by
21 15 U.S.C. 1681i.

1 39.As a direct and proximate cause of Equifax's willful failure to perform its duties
2 under the FCRA, Mr. Tohatan has suffered actual damages, mental anguish and
3 suffering, humiliation, and embarrassment.
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5 40.Equifax is liable to Mr. Tohatan by reason of its violations of the FCRA in an
6 amount to be determined by the trier of fact together with his reasonable
7 attorneys' fees pursuant to 15 USC 1681n.
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10 **WHEREFORE, PLAINTIFF PRAYS** that this Court grant him a judgment
11 against Equifax for the greater of statutory or actual damages, plus punitive
12 damages, along with costs, interest, and attorneys' fees.
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16 **COUNT V**

17 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**
18 **BY EXPERIAN**
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20 41.Plaintiff realleges the above paragraphs as if recited verbatim.

21 42.Defendant Experian prepared, compiled, issued, assembled, transferred,
22 published, and otherwise reproduced consumer reports regarding Mr. Tohatan
23 as that term is defined in 15 USC 1681a.
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25 43.Such reports contained information about Mr. Tohatan that was false,
26 misleading, and inaccurate.
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1 44.Experian negligently failed to maintain and/or follow reasonable procedures to
2 assure maximum possible accuracy of the information it reported to one or
3 more third parties pertaining to Mr. Tohatan, in violation of 15 USC 1681e(b).
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5 45. After receiving Mr. Tohatan's consumer disputes to the Errant Trade Line,
6 Experian negligently failed to conduct a reasonable reinvestigation as required
7 by 15 U.S.C. 1681i.
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9 46.As a direct and proximate cause of Experian's negligent failure to perform its
10 duties under the FCRA, Mr. Tohatan has suffered actual damages, mental
11 anguish and suffering, humiliation, and embarrassment.
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13 47.Experian is liable to Mr. Tohatan by reason of its violation of the FCRA in an
14 amount to be determined by the trier fact together with his reasonable attorneys'
15 fees pursuant to 15 USC 1681o.
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19 **WHEREFORE, PLAINTIFF PRAYS** that this Court grant him a judgment
20 against Experian for actual damages, costs, interest, and attorneys' fees.
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23 **COUNT VI**

24 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**
25 **BY EXPERIAN**

26 48.Plaintiff realleges the above paragraphs as if recited verbatim.
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1 49. Defendant Experian prepared, compiled, issued, assembled, transferred,
2 published, and otherwise reproduced consumer reports regarding Mr. Tohatan
3 as that term is defined in 15 USC 1681a.
4

5 50. Such reports contained information about Mr. Tohatan that was false,
6 misleading, and inaccurate.
7

8 51. Experian willfully failed to maintain and/or follow reasonable procedures to
9 assure maximum possible accuracy of the information that it reported to one or
10 more third parties pertaining to Mr. Tohatan, in violation of 15 USC 1681e(b).
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12 52. After receiving Mr. Tohatan's consumer disputes to the Errant Trade Line,
13 Experian willfully failed to conduct a reasonable reinvestigation as required by
14 15 U.S.C. 1681i.
15

16 53. As a direct and proximate cause of Experian's willful failure to perform its
17 duties under the FCRA, Mr. Tohatan has suffered actual damages, mental
18 anguish and suffering, humiliation, and embarrassment.
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20 54. Experian is liable to Mr. Tohatan by reason of its violations of the FCRA in an
21 amount to be determined by the trier of fact together with his reasonable
22 attorneys' fees pursuant to 15 USC 1681n.
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WHEREFORE, PLAINTIFF PRAYS that this Court grant him a judgment against Experian for the greater of statutory or actual damages, plus punitive damages, along with costs, interest, and attorneys' fees.

JURY DEMAND

Plaintiff hereby demands a trial by Jury.

DATED: June 19, 2015

KENT LAW OFFICES

By: /s/ Trinette G. Kent
Trinette G. Kent
Attorneys for Plaintiff,
Fanel Tohatan

